



Support for Learning and Development Policy

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1.2	Sep 19	Wendy Kelvin	A	Review of Learning and Development policy underway. Extension agreed at Sep TMG until Jan 19
1.3	Feb 19	Wendy Kelvin	A	TMG approved 1 year extension of policy to allow for development of the future career framework.
1.4	Nov 2020	Ruth Parker	D	TMG approved extension of policy to Feb 2021
1.5	Jan 2021	Risk Team	D	TMG approved extension of policy to August 2021

A = Approved D = Draft

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Section	Contents	Page No.
	Staff Summary	4
1.0	Introduction	4
2.0	Purpose/Scope	5
3.0	Application Process	6
4.0	Consideration of support for learning and development	6
5.0	Approved financial support <ul style="list-style-type: none"> ▪ Course Fees ▪ Books/Materials ▪ Examination Fees ▪ Other expenses ▪ Study Leave ▪ Terms of approval 	7 7 8 8 8 9
6.0	Appeals process	9
7.0	Reimbursement Agreement	9
8.0	Liability to repay funding provided by the Trust	10
9.0	Non-attendance on courses and development course	12
10.0	Withdrawal or deferral from courses or development opportunities	12
11.0	Implementation Plan	13
12.0	References	13

Appendix 1 – Application process for learning and development	14
Appendix 2 – Reimbursement Agreement Form	15
Appendix 3 – Scale of Funding Repayments	16

Staff Summary

The policy aims to ensure that each individual member of staff has access to support for ongoing learning and development within the Trust through a common and consistent approach to support for learning and development.

Applications for learning and development	Applications for learning and development should be supported by the line manager and ideally identified as a development requirement within the PDR process
Approvals Panel	Applications for learning and development are considered by an Approvals Panel to ensure consistency of approach and appropriate budget management
Approved Financial Support	Applications for learning and development can include: course fees, registration and examination costs as detailed in the policy
Terms of approval for fees over 1.2k (excluding VAT)	Applications for funding over 1.2k are subject to a reimbursement agreement

1.0 Introduction

- 1.1 The purpose of this policy is to provide guidance for the authorisation of learning and development that would require authorised approval, financial and/or study support to be provided by the Trust. Application of this policy should ensure that a common and consistent approach is taken, to the careful consideration, of applications for that require organisational support for learning and development by individuals who wish to pursue relevant further education, professional qualifications and other role specific development opportunities.
- 1.2 The Trust is committed to supporting the learning and on-going personal and professional development of all staff and creating a learning culture. The skills and expertise demonstrated by staff are central to the quality of service delivered.
- 1.3 By investing in its workforce and supporting relevant professional development in line with the Trust's mission and values, the organisation will be best able to meet its current and future requirements.
- 1.4 All staff are expected to complete a PDR annually. The output from this conversation is documentation which captures details of objectives set and any development activity required through the next 12 months.

2.0 Purpose/Scope

2.1 The Support for Learning and Development policy applies to the personal, professional and academic development of all employees within the Trust. Applications for learning and development should be submitted where authorised Trust approval is required for any development activity that is provided outside of the Trust as well as in-house workshops developing people within their existing roles. There is no requirement to complete learning and development applications for mandatory training or attendance at conferences, meetings or specialist interest groups. This information must be recorded at a departmental level and available when required, for a Trust-wide picture to be assessed. However, all learning and development activity should be discussed jointly between the employee and their line manager, as a minimum during the annual Performance and Development Review (PDR).

2.2 In order to be eligible for learning and development support, the following conditions must be satisfied:

- The applicant must be employed by the Trust under Agenda for Change terms and conditions. There are some exceptions such as staff employed on a fixed term contract of less than 6 months.
- The applicant should have a relevant PDR recorded
- The applicant is currently complaint with regard to all statutory and mandatory training required for their role.
- Applications for paid attendance may only be granted if alternative options (e.g. shift swaps and use of relief shifts) cannot be facilitated due to operational demand.
- The qualification or course of study is a job requirement or is consistent with the applicant's agreed Personal Development Plan (PDP) recorded within the annual PDR.
- There is a clear demonstrable benefit to the Trust in supporting the applicants participation on the course, programme or development opportunity in question.
- Where funding is requested the applicant is not already enrolled on a YAS funded course, programme or development opportunity which is yet to complete.
- The learning and development requested should not conflict with agreed YAS clinical protocols or the applicants existing scope of practice.

2.3 Learning and development support may not be granted, even if eligibility criteria are met, when the applicant has previously withdrawn or failed to complete a funded course, programme or development opportunity.

3.0 Application Process

3.1 The application process for support for learning and development to pursue a relevant course, programme or development opportunity is the Intranet based learning portal. The process is summarised in Appendix 1.

- 3.2 In circumstances where an individual employee wishes to apply for a course, programme or development opportunity which interests them, and their annual PDR is not yet due, the individual employee must be able to demonstrate clear benefit to the Trust in taking the course, programme or development opportunity in question.
- 3.2 When a relevant, course, programme or development opportunity is identified, an online application should be completed through the Intranet Learning Portal. Should the applicant not have access to the Intranet, a paper based alternative application will be made available from the Leadership and Learning service.

4.0 Consideration of support for learning and development

- 4.1 Applications for learning and development support that are submitted through the Intranet portal will be considered on a case-by-case basis by the Approvals Panel. Applications from employees will only be presented to the panel if approved by the employee's line manager.
- 4.2 The Approvals Panel will meet on a regular basis, on at least six occasions within any calendar year, or on a more frequent basis if the Panel sees fit.
- 4.3 The Approvals Panel may allocate support for learning and development based on the following considerations:
- The cost of sending an individual on a course, programme or development opportunity is not excessive in relation to the benefit of that development to both the individual staff member and the Trust.
 - The individual has the capacity to benefit from, and the ability to cope with the demands of the course, programme or development opportunity in question.
 - The amount of funding and/or study support previously provided to the individual staff member.
 - Representation from within the Trust as a whole is not disproportionate to a particular course, programme or development opportunity.
 - Staff sponsored on courses, programmes or development opportunities should disseminate their learning throughout the Trust, where possible and as appropriate, in order to maximise its benefit.
 - The content of the requested courses, programmes or development opportunities does not conflict with the risk assessment or scope of practice of the employees current role.
 - The need of the service and the possible level of disruption that the granting of leave would cause.
 - The effects on the individual staff member's department or work area. If the request is approved.
 - The course chosen must be appraised for: meeting recognised standards and value for money against other alternatives.
 - Availability of funding and consent from individuals for the Trust to access final results from education providers and attendance records, where applicable.
 - Previous compliance with the Support for Learning and Development Policy.

4.4 The Panel may allocate paid attendance up to a maximum of 2 days per individual, per financial year for circumstances where release from front line duties cannot be facilitated through the use of shift swaps or relief planning. Paid attendance requests for a non-working day will be paid at non-enhanced, basic pay for the period of study only. Payment for attendance will only be considered by the panel should the application for study be approved by the Panel.

5.0 Approved financial support

This may include:

- Course fees.
- Registration/student membership subscriptions.
- Examination costs
- Book/Materials

Course fees

5.1.1 The level of support for fees will be dependent on whether the proposed learning and development is an essential or desirable requirement of the individual's post or if the development may support the individual's career.

Up to 100% for a qualification/course that is an essential requirement of the post holder.

Up to 75% for a qualification/course that is desirable for successful performance of the post holder

Course costs fully funded by the Local Education and Training Board (LETB) require approval through the process outlined within this policy.

Books/Materials

5.2.1 Up to 100% towards the cost of essential books and materials may be reimbursed to individuals whose course of study has been approved. Material purchased by the Trust will become property of the Trust that is considered on loan from the Organisational Effectiveness and Education department and should be returned when the course is complete.

5.2.2 Individuals will pay for all books, distance learning materials etc. when permitted to undertake courses provided under the Local Education and Training Board (LETB) funding.

Examination Fees

- 5.3.1 Where a course, development opportunity or programme leads to formal examinations the cost of any such examinations will be met by the Trust as part of the successful funding application.
- 5.3.2 Should an individual staff member fail an examination or part of an examination, funding for a second attempt will only be provided if it can be demonstrated that the individual in question has the capacity to be successful in the re-sit. In order to determine this, the Trust may contact the course or programme provider to obtain evidence of the marks obtained in the first attempt and the individual's performance during the course (including marks for any coursework submitted). Consideration will also be given to the individual's course attendance record.
- 5.3.3 If funding for a second attempt at an examination is approved and provided, should the individual concerned fail the examination a second time then no further funds will be provided for further attempts.

Other Expenses

- 5.4.1 Claimable expenses incurred for attendance on the course, development opportunity or programme in question will only be paid in line with the Trust's Travel and Subsistence Policy.
- 5.4.2 The payment of expense claims will be subject to submission of receipts or other proof of payment as defined in the Travel and Subsistence Policy.

Study leave

- 5.5.1 The Approval panel is unable to grant abstractions or leave for study for any non-mandatory training. It is expected that the applicant's line manager has already discussed with the employee the issue of absence from work or operational duties for the purposes of study leave. As such, the line manager's endorsement of the application can either be based on an agreement to permit study leave/abstraction up to a maximum of 5 days or an endorsement based on the applicant agreeing to undertake study in their own time.

Terms of Approval

- 5.6.1 Should the application be approved, this fact will be communicated back to the individual applicant and confirmed in writing within seven working days Approvals Panel Meeting. The employee will be sent a 'Reimbursement Agreement Form' should the value of the course exceed 1.2k (See paragraph 8). The 'Reimbursement Agreement Form' needs to be completed and signed by the applicant, prior to enrolment on the course, programme or development opportunity in question.

5.6.2 Where the employee is contributing to the payment of fees as well as the Trust, a payroll deduction authority form will also be sent to allow payroll to deduct monies direct from the employees monthly salary over an agreed timescale, not exceeding twelve months from course commencement.

6.0 Appeals process

6.1 Should the application be rejected, this fact and the reasons for rejection will be communicated back to the individual applicant and confirmed in writing within seven working days of the Approvals Panel meeting.

6.2 An appeal against the decision of the Approval panel may be made in writing to the Associate Director of Organisational Effectiveness and Education. The appeal must include the grounds for which the appeal has been made.

7.0 Reimbursement Agreement

7.1 In circumstances where the Trust is making a “significant financial contribution” towards a course, programme or development opportunity, which improves the marketability of the individual staff member concerned, the Trust will seek a commitment from that individual to remain with the Trust for a “specified period” following successful completion of the course, programme or development opportunity or the achievement of the qualification.

7.2 The ‘Significant financial contribution’ is defined as course fees and examination fees totalling in excess of £1,200 excluding VAT.

7.3 By signing and returning the Reimbursement Agreement form (Appendix 2), the individual staff member understands that the funding allocated by the Trust is subject to the continued employment of the staff member for a “specified period” after successful completion of the course, programme or development opportunity or attainment of the qualification.

7.4 Under certain circumstances detailed in section 8 below, if an individual staff member fails to remain in the employment of the Trust for the duration of the ‘specified period’, they may be liable to repay some or all of the funds which were made available to them by the Trust. Details of the applicable repayment amounts for different initial payments by the Trust and specified periods can be found in Appendix 3.

7.5 Refusal on the part of an individual staff member to sign the Reimbursement Agreement form will result in the withdrawal of the offer of funding and/or study support. Furthermore, such a refusal may prejudice any future application for funding and/or study support made by the same individual in the future.

7.6 A refusal to sign the Reimbursement Agreement form may result in the refusal of any study support which may be required to complete the course, programme or development opportunity in question, therefore meaning that

the course, programme or development opportunity would need to be completed in the individual's own time.

- 7.7 The smaller the financial contribution made by the Trust, the shorter the 'specified period' for which the individual staff member has to remain in the employment of the Trust, to avoid liability to repay those funds provided by the Trust.

8.0 Liability to Repay Funding Provided by the Trust

- 8.1 The amount to be repaid will be determined according to a sliding scale, dependent upon the remaining time until expiry of the 'specified period' full details can be found in Appendix 3 of this policy.
- 8.2 The 'specified period' following successful completion of a course, programme or development opportunity or attainment of a qualification will be dependent upon the amount of funding provided by the Trust. However, the 'specified period' will not be less than six months and not more than 2 years in duration. Full details of how the 'specified period' is calculated can be found in Appendix 3.
- 8.3 An undertaking to reimburse the Trust all or part of the funding for a course, programme or development opportunity will only apply under the following circumstances:
- During the 'specified period' and in circumstances where; the individual staff member voluntarily resigns from employment with the Trust.
 - The individual staff member makes their continued employment with the Trust untenable, by committing a disciplinary offence which results in their dismissal from the Trust.
- 8.4 An individual staff member who chooses to take voluntary early retirement at any time during the 'specified period' will be liable to repay all or some of any funding provided by the Trust, in accordance with the sliding scale shown in Appendix 3. A decision to take early retirement by an individual staff member will, for the purpose of this policy, be taken as constituting voluntary resignation from the Trust, unless that individual returns to the Trust as a part-time employee within 3 months of taking voluntary retirement.
- 8.5 Individual staff members will not be liable for any repayment of funds, during the 'specified period' and in circumstances where:
- The individual staff member is made redundant by the Trust or their services are otherwise dispended with, through no direct fault of the individual.
 - The individual staff member is entitled to a period of maternity or paternity leave, in accordance with current UK employment law and the Trust's conditions of service.
 - The individual staff member is on long term sick leave.

- The individual staff member is successful in applying for another role within the Trust or another department within the Trust, but still remains within the paid employment of the Trust.
 - The individual staff member successfully applies for a change in contracted hours of work. For example, an individual who was previously employed on a full-time basis reverts to part-time working, and vice-versa.
 - The individual staff member is retired by the service due to sickness, disability or injury which could not be foreseen when funding was approved.
- 8.6 Should an individual staff member successfully apply for and take an unpaid employment break from employment with the Trust during the 'specified period', then any time remaining will effectively be 'frozen'. Upon returning to employment with the Trust, the 'specified period' remaining will still apply, and the 'clock' will restart.
- 8.7 Should an individual staff member choose to resign from the Trust during the remainder of their 'specified period', or should that individual choose to resign whilst on their employment break and not return to work with the Trust then that individual will be liable to repay some or all of the funding for their course, programme or development opportunity, in accordance with the sliding scale shown in Appendix 3.
- 8.8 Once the 'specified period' for a particular course, programme or development opportunity has expired, the individual staff member will no longer be liable for the repayment of any funding provided by the Trust in connection with that particular course, programme or development opportunity, should they decide to terminate their employment with the Trust under the circumstances outlined in earlier paragraphs.
- 8.9 Any liability to repay funding provided by the Trust during the 'specified period' may be reviewed and possibly waived in the light of 'exceptional personal circumstances'.

It is not possible to provide specific and exhaustive examples of what may constitute 'exceptional personal circumstances' and each case would have to be reviewed on its own merits. However, such circumstances may include severe or devastating personal circumstances that could not have reasonably been foreseen by the individual staff member in question at the time that they applied for funding from the Trust.

9.0 Non Attendance on Courses and Development Opportunities

- 9.1 The Trust will grant support for learning and development to individual staff members on the understanding that those individuals will make every effort to attend the course, development opportunity or programme that is being supported.
- 9.2 It is the responsibility of the individual staff member to report any unauthorised absence from their course, development opportunity or programme to their tutor or training provider in addition to the standard sickness notification procedure.
- 9.3 If a staff member fails to attend a course, development opportunity or programme for which funding and/or study support is being provided by or supported by the Trust, it is the responsibility of their line manager to establish the reason for the individual's non-attendance.
- 9.4 In cases where paid attendance or manager approved study leave has been granted by the Trust and an individual fails to attend the course, any financial benefits in place due to attendance will be withdrawn.
- 9.5 Should an individual staff member fail a course, development opportunity or programme due to non-attendance, the individual in question will be liable for the repayment of all funds made available to them by the Trust under this policy.

10.0 Withdrawal or Deferral from Courses or Development Opportunities

- 10.1 Should an individual staff member wish to withdraw from or defer completion of a course, development opportunity or programme, the individual must follow the training or programme provider's guidance and protocols. In addition, the individual staff member should make all appropriate arrangements to minimise the Trust's financial commitment to the programme.
- 10.2 The Trust will not be responsible for expenses and financial losses incurred as a result of individual staff members not following the training programme provider's guidance and protocols on withdrawal or deferment.
- 10.3 It is the responsibility of individual staff members to notify their line manager and the Leadership & Learning Team of any decision to withdraw from or defer completion of their course, development opportunity or programme as soon as that decision has been made, in order to minimise further financial loss to the Trust and further unnecessary absences from work commitments or operational duties.

10.4 If an individual staff member withdraws from a course, development opportunity or programme for which funding costs have been incurred, and the reason for their withdrawal is deemed to be unacceptable, the Trust reserves the right to seek repayment of those funding costs from the individual staff member concerned.

11.0 Implementation Plan

11.1.1 The latest approved version of this Policy will be posted on the Trust Intranet site for all members of staff to view. New members of staff will be signposted to how to find and access this guidance during Trust Induction.

11.1.2 Links to the procedural documentation that supports this policy will be circulated to all line managers and held on the Trust Intranet.

12.0 References

- 10 HR High Impact Changes, April 2006, DOH Workforce Directorate/NHS Partners and Manchester University.
- NHS Constitution
- Care Quality Commission Paper Sep 2013
- Care Quality Commission Outcome 14
- Agenda for Change

RELATED TRUST POLICIES

- Personal Development Review Policy
- Travel and Subsistence Policy
- YAS Employment Break policy
- Personal Development Review Policy

Application Process for Support for Learning and Development

Step 1

Personal Development Review (PDR) discussion between staff member and line manager. If unavailable the staff member must demonstrate a clear benefit to the Trust.

Step 2

Learning and development opportunities/needs are identified as part of the individuals Personal Development Plan (PDP) agreed between staff member and line manager and logged as part of the annual PDR cycle.

Step 3

A Support for Learning and Development application is completed by individual staff member. Applications endorsed by the line manager are then automatically forwarded to the OE&E Department.

Step 4

The application considered by the Approvals Panel and decision made.

Step 5

Staff member advised of Panel's decision. If applicable approved, staff member completes and signs 'Reimbursement Agreement Form*' and submits form to OE&E Department. Staff member then enrolls on the course or programme.

* 'Reimbursement Agreement Form' is applicable to fees over 1.2k



Appendix 2

Learning and Development Reimbursement Agreement Form

This form should be returned by the applicant to the Organisational Effectiveness and Education Department as soon as practicable, and in any case within 14 days of any written request to complete this form.

Name of applicant.....

Course Title.....

Start Date.....

Completion Date.....

Iundertake that if I leave the employment of Yorkshire Ambulance Service within the specified period of completion the above course of study/development programme, I will repay funds provided to me by Yorkshire Ambulance Service in accordance with the scale detailed within the Support for Learning and Development Policy.

In the event that I become liable to repay funds to the Trust, I understand that I can either negotiate a repayment plan and/or have monies deducted from my final salary payment.

By signing this form I am consenting for monies owed to be taken at source from my salary payments and or my final salary payment.

Applicant's signature.....

Applicant's name (please print).....

Date.....

Scale of Funding Repayments

The following scale of payments is to be repaid by individual staff members who leave the employment of the Trust within the 'specified period' shown, for all funding approvals of £1,200 (excluding VAT) or more.

Total amount of funding approved by the Trust (excluding VAT)	POST-QUALIFICATION Duration of 'specified period' (period of liability to repay funds to the Trust)	Percentage of total funding to be repaid to the Trust
Up to £1,199	NONE	NONE
£1,200 to £1, 999	Maximum 6 months	100% in months 1 - 3
		50% in months 4 - 6
£2,000 to £2,500	Maximum 1 year	100% in first 6 month period
		50% in months 7 – 9
		30% in months 10 – 12
Above £2,500	Maximum 2 years	100% in first year
		50% in months 13 - 18
		30% in months 19 – 24
		No liability in months 24+

Should an individual staff member leave the employment of the Trust during or before the completion of a course or programme for which they have received funding, the individual concerned will be required to repay to the Trust 100% of the funds provided to them.